

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 24	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-06-Q-5107	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAVID L. DENNISON		b. TELEPHONE NUMBER (No Collect Calls) 215.897.1494		6. SOLICITATION ISSUE DATE 10-Mar-2006	
9. ISSUED BY CODE N65540  NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3353, DAVID DENNISON 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403  TEL: 215-897-1494 FAX: 215-897-7059		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 334515 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE N65540 NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER, FISC NAVAL BUSINESS CENTER 1601 LANGLEY AVE, BLDG 542 E PHILADELPHIA PA 19112-5051 TEL: FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE      FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 24

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ELECTRICAL LOAD BAN FFP ELECTRICAL LOAD BANK SYSTEM IN ACCORDANCE WITH THE ATTACHED SPECIFICATION FOB: Destination NSN: 9999LLLT35388 DWG NR: NA PURCHASE REQUEST NUMBER: 60388145	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TECH DATA FFP TECHNICAL DATA IN ACCORDANCE WITH THE DD1423. THIS PROCUREMENT IS ISSUED USING SIMPLIFIED ACQUISITION PROCEDURES PURSUANT TO THE TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS IN ACCORDANCE WITH SUBPART 13.5 OF THE FEDERAL ACQUISITION PROCEDURES. FOB: Destination PURCHASE REQUEST NUMBER: 60681639	1	Lot		

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

0002	Destination	Government	Destination	Government
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## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	20 wks. ADC	1	NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER, FISC NAVAL BUSINESS CENTER 1601 LANGLEY AVE, BLDG 542 E PHILADELPHIA PA 19112-5051 FOB: Destination	N65540
0002	20 wks. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65540

## CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 500.

(2) The small business size standard is 334515.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence Beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

- (A) change the name in the CCR database;
- (B) comply with the requirements of subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or



change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)

\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2005)

(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 Note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005)

☐ Alternate I (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61) and similar sections in subsequent DoD appropriations acts).

\_\_\_ 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).  
 \_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).  
 \_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).  
 \_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005)  
 (\_\_\_ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).  
 \_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).  
 \_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian  
 Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD  
 appropriations acts).  
 \_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).  
 \_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).  
 \_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227)  
 \_\_\_ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub.  
 L.  
 108-375).

\_\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).  
 \_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002)  
 (\_\_\_ Alternate I) (MAR 2000) (\_\_\_ Alternate II) (MAR 2000) (\_\_\_ Alternate III) (MAY 2002) (10 U.S.C. 2631).  
 \_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).  
 (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement  
 Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include  
 the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components,  
 awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).  
 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L.  
 108-375).  
 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)  
 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAR 2005)-- ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]



(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees      Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small

business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point \_\_\_\_\_

Estimated Shipping Charge \_\_\_\_\_

Business size:

Large \_\_\_\_\_ Small \_\_\_\_\_ Nonprofit \_\_\_\_\_

Cage Code \_\_\_\_\_

Tax Identification Number (TIN) \_\_\_\_\_

DUNS \_\_\_\_\_

#### ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at: <http://www.ccr.gov/>

#### ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>

Provide the following information that will be used to make electronic distribution for any resultant contract:

Name of Point of Contact to Receive  
Distribution \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-Mail Address for Receipt of Distribution \_\_\_\_\_

#### USE OF THE GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD

Will you accept the Government-wide Commercial Purchase Card as a method of purchasing supplies and/or services.

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Will you accept the Government wide Commercial Purchase Card as a method of payment for your invoice.

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

#### DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please include dollar amount \$ \_\_\_\_\_

Note: The following provision 52.204-8 applies to this solicitation only when the solicitation includes the clause 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)

#### 52.204-8 Annual Representations and Certifications (Jan 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)



## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 In accordance with the attached Purchase Specification PSE-041, Rev. 4, (Attachment 1), design, fabrication, and delivery of the following material for a Land Based Test Facility including equipment drawings, control system software package, control system hardware for control system software, control cable, and technical manuals to be furnished 20 weeks or sooner after date of contract.

Two (2) Electrical Load Banks, 2000KW, 0.8PF, 450VAC, 3 PH, 60 Hz resistive/reactive, Outdoor NEMA 3R load banks with one (1) remote control console.

Enclosure 2

## SECTION 1.0

### INTRODUCTION

This procurement specification, and all document referred to herein, contains all of the detailed requirements for (two (2)) 2,000 KW, 0.8 PF, 450 VAC, 3 PH, 60 Hz resistive/reactive load banks with (one (1)) remote control console. These load banks will be used in a test system located outdoors on a steel platform at the Naval Surface Warfare Center, Carderock Division, Ship Service Engineering Station (NSWCCD-SSES), Philadelphia Naval Business Center, Philadelphia, PA.

#### 1.1 Applicable Documents

The following specifications, with revisions applicable on the date specified by the contract, including standards and drawings referenced therein, form a part of this specification.

##### A. Specifications

IEEE - Institute of Electrical & Electronics Engineers  
IPCEA - Insulated Power Cable Engineers Association  
NEC - National Electrical Code  
NEMA - National Electrical Manufacturers Association  
NFPA - National Fire Protection Association  
UL - Underwriters Laboratories  
ANSI - American National Standards Institute  
OSHA - Occupational Safety and Health Act  
NBS-HBK-28 - National Bureau of Standards Handbook H-28

1. No deviation from these specifications shall be made unless approved by NSWCCD-SSES.
2. All equipment and services required by these specifications and any supplements shall be considered as part of the Contractor's proposal unless specifically stated otherwise by the Contractor.

## SECTION 2.0

### SCOPE

#### 2.1 Equipment and Services to be Provided by the Contractor:

The load banks and their remote control console with software installed shall be suitable for industrial installation and shall be constructed in accordance with the best commercial practices. It is the Contractor's responsibility to furnish equipment suitable and complete in details for the services intended. The equipment shall be designed, constructed, and tested in accordance with this specification and the referenced Applicable Documents in Section 1.1. The Contractor shall be responsible for delivery of each of the following to NSWCCD-SSES in Philadelphia.

Item	Qty	Description
1	2	2000KW, .8PF, 450VAC, 3 Phase, 60HZ, Outdoor Nema 3R Load Bank
2	1	Load Bank Remote Control Console with Power Cord & NEMA 5-15P Plug (Nema 2 Indoor Enclosure or equal)
3	1000 Ft (See note in Description)	Control Cable with req'd Connectors for connecting Load Banks to Remote Control Console (Section 5.1.10.2E). Note: If multiple runs of the same type cable are utilized between Load Banks & Remote Control Console, allowance must be made for at least a one way distance of 500 feet from each Load Bank to the Remote Control Console.
4	1	Control System Software (Section 7D)
5	1	System Hardware for Control System Software as Req'd (Section 7E)
6	3	Release for Manufacture Preliminary Dwgs (Paper Copy) (Section 6.0, 7.0B)
7	1	Release for Manufacture Preliminary Dwgs (Electronic Copy) (Section 6.0, 7.0B)
8	3	Final Dwgs (Paper Copy) (Section 7.0A)
9	1	Final Dwgs (Electronic Copy) (Section 7.0A)
10	3	Technical Manual (Paper Copy) (Section 8.0)
11	1	Technical Manual (Electronic Copy) (Section 8.0)
12	1	Notification of Testing (Section 10.1)

2.2 Equipment and Services to be Provided by the Government:

1. The Government shall install the Load Banks & Remote Control Console. The Government is responsible for mounting foundations and mounting bolts necessary to secure the provided equipment to site structure.
2. The Government shall install all external cabling required. The Government shall provide all external cable except as identified in item 2 & 3 above.

## **SECTION 3.0**

### **TECHNICAL PROPOSAL**

- 3.1 A technical proposal, which includes (at a minimum) the information listed below, shall be provided with the Contractor's quotation. A proposal which does not present sufficient information for the Government to confirm the capability of the Contractor or the equipment being supplied, may be rejected or otherwise determined to be technically unacceptable.
- a. The Contractor shall submit (4) copies of the technical proposal.
  - b. The Contractor shall submit a copy of their Quality Assurance System Program Plan which meets the requirements of ANSI/ISO/ASQC Q9001-1994 or equal.
  - c. The Contractor shall detail their experience in design, fabrication, and manufacture of load banks with remote control capability having similar size and requirements to the one specified herein. Please include load bank ratings, quantity of units, delivery schedule, customer name, etc. for the load banks manufactured within the last three years.
  - d. The Contractor shall provide a quotation demonstrating that the equipment proposed will fully comply with this specification except any items listed by the contractor in their technical proposal. In addition, the Contractor shall include specific information for the key items listed below. Failure of the Contractor to specifically list information about the key specification items identified below will be considered failure to meet load bank technical requirements.

**Key Specification Technical Items:**

4.1, 4.2, 4.3, 4.4, 4.7, 4.8, 4.9, 4.19, 4.21, 4.23, 4.24, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.7, 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.17, 5.2.1, 5.2.2, 5.2.3, 10.5, 10.6, Figure 1

## SECTION 4.0

### GENERAL REQUIREMENTS

1. Hazardous Materials - This equipment shall contain no asbestos, mercury, or other hazardous material or be exposed to same during construction.
2. Offers - All offers shall include complete technical data on the load banks, including weights and dimensions.
3. Bus Bars - All bus bars in the load banks shall be copper with silver plating.
4. Safety - Each load bank unit will incorporate adequate safety devices, barriers, coverings, and interlock features to protect personnel and itself from all hazards incident to its operation, utilization and transportation. The coverings and barriers will not restrict suitable access to all parts subject to required cleaning, adjustment, repair and replacement during the life of the equipment.
5. Lubrication - All bearings (except sealed-for-life and self-lubricating type) will be provided with means for lubrication. All oil holes, grease fittings and filter caps will be easily accessible.
6. Interchangeability - All parts will be manufactured to such standards as will permit replacement or adjustment without modification of the equipment. The same purpose components will be interchangeable among the identical load bank units.
7. Over Voltage - Each load bank unit will have adequate electrical/thermal characteristic/capacities to assure against degradation and damage when operating with applied over voltages of up to ten (10) percent above specified values, thereby protecting against over voltage conditions due to errors in instrumentation and when testing the output voltage ranges of power generating equipment.
8. Frequency Range - Each load bank unit will have adequate characteristics to function without damage when operated within the frequency range of 60 Hz  $\pm$  5% (3 Hz).
9. Construction - Each load bank unit will be complete so that when set up and connected to the specified source of control power, it can be used for any operation for which it was designed. Construction will be free from any characteristics or defects that will prevent each load bank from passing any of the inspections and tests required by this specification.
10. Castings and Forgings - All castings and forging will be free from defects, scale and mismatching. In no event will such processes as welding, peening, plugging or filling with cold solders or metallic pastes be used on castings or forgings for reclaiming any parts of the equipment.
11. Welding, Brazing, or Soldering - Welding, brazing, or soldering will be employed only where those operations are included in fabrication of the

original design. These operations will not be employed as repair measures for defective parts.

- a. Soldering - Solder connections (electrical) shall show evidence of good workmanship. Cold solder joints, incomplete joining of solder and terminal, under or overabundance of solder or damaged insulation will be considered sufficient reason for rejection of entire unit.
  - b. Flux and Cleaning Agents - Flux for soldering shall be rosin and alcohol. No acid, acid salts or acid core solder shall be used in preparation for soldering of electrical connections.
12. Fastening Devices - All screws, pins, bolts, and similar parts shall be installed with means for preventing loss of tightness. All such parts when subject to removal or adjustment will not be swagged, peened, staked, or otherwise permanently deformed. All ferrous fasteners shall be cadmium plated for resistance to corrosion or be of stainless steel.
  13. Surfaces - All surfaces of all castings, forgings, molded parts, stampings and welded parts shall be cleaned and free from sand, dirt, fins, sprues, scale, flux, or other harmful or extraneous materials. External surfaces shall be smooth and all edges shall be rounded.
  14. Dissimilar Metals - Dissimilar metals shall not be used in intimate contact with each other without suitable means for preventing electrolytic action and corrosion.
  15. Painting - The load bank units will be painted or otherwise protected for severe outdoor weather conditions, including rain, snow and wind-driven moist air. The exterior and interior surface shall be cleaned, corners broken, and prepared by a two part epoxy finish. The units shall require no additional protection for temporary storage in same environment.
  16. Ferrous Parts - All exposed ferrous parts such as screws, bolts, nuts, washers, etc., shall be cadmium plated or be stainless steel to resist corrosion in a moist variable temperature atmosphere.
  17. Aluminum Parts - All aluminum parts shall be anodized or chemically treated in accordance with good commercial practice, followed by two (2) coats of weather resistant exterior paint.
  18. Threads - All threaded parts shall be in inch units and shall conform to National Bureau of Standards Handbook H-28.
  19. Ventilation - Each load bank unit shall be adequately cooled or ventilated to prevent deterioration, degradation, or failure of the unit and any part thereof when operating at the duty cycle and under conditions specified herein, for the intended functional life of specified equipment. Moisture entering intake air ducts shall not cause deterioration or failure of any component part of the load bank. Electronic parts and control units shall be insulated from the heat generating load segments and ventilated as necessary to preclude damage or faulty operation.
  20. Control Panels, Instruments, and Plates - All control panels, meters, and indicating plates and all words on instruction plates shall be in the English

language with plain, bold-faced letters and numerals that may be easily read.

- a. Controls and Instruments Each control and instrument shall be clearly and legibly marked for function and identification with a permanent plate.
21. Materials of Construction - All materials and parts used in the manufacture and construction of each load bank unit shall be new and shall be selected for optimum compatibility with intended function and overall requirements of this specification. Mechanical, electrical and electronic components shall conform to standard engineering practices as set forth in applicable NEMA and ANSI Standards. Current carrying parts shall be derated as necessary to correct for specified ambient condition. The load bank unit enclosures shall be NEMA 3R (rated for outdoor service).
22. Components - Each load bank unit shall be a functional composite of the following described components and all other components determined necessary in providing a complete unit which conforms to all requirements of this specification.
23. To load a generator, the load bank units should only require connection of:
  - a. Auxiliary / Control Power
  - b. Remote Control Console Cables
  - c. Source
24. Control Type – Controls shall be PLC based with remote control unit able to be placed up to 1000 feet from the load bank.
25. Safety and Health Standards - In addition to any other requirements specified herein, the load bank units furnished shall conform to all applicable safety and health standards set forth under the subparts of Title 29, Chapter XVII, Part 1910 of the Code of Federal Regulations, with current amendments.



## SECTION 5.0

### DETAILED REQUIREMENTS

#### 5.1 Components

1. General - The load bank system shall consist of two separate load bank units and one remote control console. The load bank units will be located adjacent to one another, along their long sides. Each load bank unit shall be forced air cooled and shall have a separate enclosure. Each load bank unit shall weigh less than 21,500 pounds to facilitate transporting by large fork truck and lifting by a crane. The mounting foot print dimensions of each load bank shall not exceed 8'-0" wide x 18'-6" long as shown in Figure 1. The overall load bank dimensions including doors and other load bank exterior hardware shall not exceed 9'-0" wide x 20'-0" long x 9'-6" high. The load bank will be mounted on an outdoor steel platform and shall not require more than a 4'-0" clearance around the unit for maintenance purposes. Intake and exhaust air shall be from unit ends and shall not require more than 12'-0" clearance for personnel safety or cooling air function.

The load bank unit shall be designed for continuous operation and performance out-of-doors in direct contact with a variable temperature (0-104°F) and humidity (30-99% RH), and dust laden environment. Protection from this environment, ruggedness, and trouble-free operation with a minimum of maintenance shall be stressed in the design of the load bank units.

Each load bank shall be designed so that the load bank controls (fuses, contactors, relays, PLC, etc.) are separated from the resistive / reactive segments in the load bank.

2. Load Capacity - The load bank units will be supplied from an ungrounded (3) phase, (3) wire, 450VAC, 60HZ source. Each load bank shall provide the following minimum continuous duty, (3) phase ungrounded load capacities at 450VAC, 60HZ. The units shall each have a capacity of 2000 KW and 1500 KVAR with resolution of 1 KW and 1 KVAR.

For each single phase and three phase load capacity, the power factor shall be adjustable from 0.80 lagging through unity. All load capacities will be available at the load terminals without the requirement to reconnect circuits within the load bank.

3. Resistance Load Segments - The resistance (KW) load segments shall employ 600 volts minimum, insulated, non-breakable, grid type resistors of corrosion resistant stainless steel with negligible resistance change from cold start to maximum operating temperature. The resistance shall not differ by more than 1.0 percent from the average value of the three phases in that segment. The single phase resistors shall be arranged in balanced three phase resistive load segments. Each resistive segment shall be provided with (3) phase fusing on the line side of its (3) phase contactor to allow full isolation of the load segment.

Each resistor shall have a resistance to ground of not less than 50 megohms. The resistors shall be mounted in a slide-out frame assembly to permit removal from the load bank for inspection and maintenance. Suitable provisions shall be incorporated into the load bank to permit personnel to easily disconnect all circuits from the resistors prior to removal of the assembly and to reconnect all circuits after the assembly is reinstalled. The individual resistors shall be rigidly supported in the assembly to prevent sagging and adverse movement.

There shall be no evidence of hot spots or arcing on the resistors grids during operation.

The individual resistance load segments shall be circuit arranged to permit the operator to select, apply, and remove resistive load in step increments of 1 KW from the remote control console.

4. Reactive Load Segments - The reactance (KVAR) load segments shall employ 600 volts minimum, insulated, single phase air core reactors\* with an operating temperature not to exceed 105 degrees centigrade hot-spot. The single phase reactors shall be arranged in balanced three phase reactance load segments. The impedance value in each phase of each three phase load segment shall not differ by more than 1.0 percent from the average value of the three phases in that segment. Each reactive segment shall be provided with (3) phase fusing on the line side of its (3) phase contactor to allow full isolation of the load segment.

\* Note: Iron core reactors are not acceptable.

Each reactor shall have a turn to turn insulation of not less than 20 megohms and a resistance to ground of not less than 100 megohms when read with a 500 volt megger. Each reactor winding shall be potted with thermo setting epoxy compound to fill all interstices and form a smooth impregnable surface. Other essential flat coil surfaces shall be covered with lapped mylar or glass thermosetting tape for insulation and abrasion resistance. All exposed metal shall be coated with a thin impervious polyester or similar film. Reactors shall be mounted on insulating supports and be so isolated to prevent circulating currents and arranged to prevent interaction between energized three phase load segments.

Each reactor shall include an integral discharge resistor. The total power loss of each reactor, including the discharge resistor, shall not exceed 300 watts.

The individual reactance load segments shall be circuit arranged to permit the operator to select, apply, or remove reactive load to establish any desired power factor from 0.8 lagging through unity for all resistive load increments throughout the 0-100 percent capacity of the load bank. The ratings of the reactance increments shall be in steps of 1 KVAR and shall be selectable from the remote control console.

5. Contactors - An arrangement of magnetic contactors, located in circuit between the protective devices and the load segments, shall provide "on / off" control of power to the individual resistance and reactance load segments as initiated from the remote control console. Each contactor

shall be 600 volts minimum insulated, 3-pole, magnetic latch type, and current derated as necessary to assume continued operation and performance under all load and temperature conditions to be encountered in the load bank.

The main contacts for each contactor shall be enclosed within the contactor body and be accessible only upon removal of a phenolic arc chute assembly or enclosing barriers.

Each contactor shall be selected to have parameters proven to be adequate in handling/interrupting all voltages and currents to be encountered in the circuit during normal and overload conditions. Each contactor will be labeled in a manner which identifies it to its applicable load segment.

Each contactor shall have an associated adjustable, manually reset, 3-pole solid state protective system which shall provide adequate protection to each phase of the load segment circuit and be unaffected by ambient conditions. The devices shall have a trip time fast enough to trip open the contactor before over-currents exceed 110 percent of normal values.

6. Load Terminals - Each load bank unit will be fitted with three (3) input load terminals; A, B, and C. The terminals shall be a copper bus arrangement with provisions for connecting external load cables with standard mechanical lugs. Each bus shall be designed to continuously carry full rated current of the load bank circuit without exceeding safe temperatures and to accept a sufficient number of 400 MCM Cu load cables to handle full load current at 40°C ambient temperature and 75°C maximum conductor temperature.

The terminals shall be located in a watertight compartment on the front end of the load bank unit to be convenient for connecting/disconnecting load cables and for safety of personnel. Cable entry shall be from bottom of compartment.

The terminal compartment shall be constructed to be unaffected by any ambient conditions stated in paragraph 5.1.1.

7. Cooling Fan - Each load bank unit shall be cooled by an electric motor(s) driven stainless steel fan located as indicated in Figure 1. The fan motor shall be the 3-phase, ball bearing, induction motor type with adequate HP rating so as not to be overloaded under any condition of load bank operation and  $\pm 10$  percent variation in motor voltage and/or  $\pm 5$  percent variation in frequency.

Directional arrows, on the outside of the load bank unit enclosure, shall indicate correct fan rotation and correct air flow. The temperature of the exhaust air, emitting from the discharge end of each load bank, shall not exceed 300 (average) degrees Fahrenheit under all ambient and operating conditions. Moisture entering intake air ducts shall not cause deterioration or failure of any component part of the load bank unit, nor will moisture entering the air ducts cause any adverse affects to the main bus connection terminals in the terminal compartment.

The fan motor shall be designed and circuit arranged to operate from 450VAC control power within the load bank unit. The motor circuit will include a 3-pole magnetic starter with running over current protection for each phase. The fan motor will be positioned in its load bank so as not to be subjected to excessive temperatures. The fan motor shall be controlled from the remote control console. The load bank control section containing fuses, contactors, etc. shall be installed in a compartment within the load bank unit separated from all load segments and insulated from the heat generating load segments and ventilated as necessary to preclude damage or faulty operation.

8. Space Heaters - Each load bank unit shall include electric heaters of appropriate wattage, properly installed to protect the electrical control components in the control section and load segments in the load section of the load bank from the adverse effects of moisture and condensation. The heaters shall be wired to operate from a 3 phase power source within the load bank unit control section. The heaters shall also be thermostatically controlled by a solid state differential temperature sensor as necessary to guarantee that heat generated will not reach temperatures detrimental to any part of the load bank under all ambient conditions. An indicating light shall also be installed to indicate when the heater circuit is energized. The heater power shall be locally isolatable via a circuit breaker located within the control section of the load bank.
9. Auxiliaries & Control Power - Each load bank unit shall be designed for a service of 460 volts,  $\pm 5$  percent, 3 phase, 3 wire, 60 hertz input power for operation of the fans, space heaters, load contactors and all associated control and indicator functions. Voltage on all contactor coils shall not exceed 125 volts.

A three phase 600V distribution panel shall be provided for connecting the customer provided input power. A main circuit breaker shall be provided for local on-off control and over current protection of the input power circuit. Fan power, space heater power, and control power shall also have independent local load circuit breakers available for circuit isolation.

The three phase distribution panel shall be located within the load bank control section enclosure. Customer cable entry shall be from the bottom of the unit. The distribution panel main circuit breaker shall have remote control capability and remote indication of position from the remote control console. Design shall consider outdoor environmental factors.

## 10. Controls

- 10.1. Remote Control Console, General - The remote control console shall consist of one independent load bank control panel mounted within a standard electrical equipment rack. The remote control console shall have overall dimensions no greater than 24 inches wide x 30 inches deep X 72" high. All cabling shall enter the remote control console through the rear panel.

The remote control console shall be able to control and monitor the two load bank units independently so they can both be independently loaded at the same time, allow one load bank to be used at a time,

allow both load banks to be used at the same time & split the load equally.

10.2. Remote Control Console, Operational - The load bank control panel shall contain the following controls, indicators, and readouts:

a. Control Requirements

COOLING FAN ON/OFF – This control initiates the fan motor start / stop circuits.

AUXILIARY / CONTROL POWER ON/OFF – This control activates or deactivates the load bank auxiliary / control power.

LOAD KW ADJUSTMENT - This control allows the operator to select the required resistive load in continuous steps of 1 KW over the entire range of 0 to 2000 KW.

LOAD KVAR ADJUSTMENT - This control allows the operator to select the required reactive load in continuous steps of 1 KVAR over the entire range of 0 to 1500 KVAR.

LOAD CHANGE - This control is used to change the present load to the new load as selected. (ie. when the load setting is changed, activating the LOAD CHANGE switch will change the load on the system from the previous setting directly to the new setting without totally unloading the system during the process.)

SYSTEM UNLOAD CONTROL - This control shall remove any load that is currently applied. The controls shall operate such that it is not required to remove the applied load in order to set a new value of KW and KVAR.

b. Indications

FAN ON - This LED / Indicator acknowledges that the motor logic has initiated fan starting.

AUXILIARY & CONTROL POWER ON - Indicates whether or not the main source of power is available for fans, heaters, and control circuits at the load bank.

COOLING AIR FAILURE – Alarm for insufficient cooling air flow within the load bank to support operations.

KW / KVAR SEGMENT HIGH TEMPERATURE – Alarm for

over temperature within the load segment area of the load bank.

DOOR INTERLOCKS – Alarm when one or more of the access doors is open.

LOUVER DOORS OPEN / CLOSED – Alarm if fan is off and the louvers are open after load bank cool down cycle, or fans on and louvers are closed.

LOAD SEGMENTS INDICATION – Shows the status of all load segment use.

c. Display

A monitor with keyboard & mouse or a touch-screen shall provide real time display of all indications.

All status and alarm indications shall be continuously displayed.

KW / KVAR selections and actual readings shall be displayed.

A systematic approach to Display color coding, letter size, and physical arrangement shall be employed to clearly identify all indications and alarms.

d. Power

The load bank control panel shall be powered locally through a single phase 15A or 20A, 115 VAC 60 Hz service. Power shall enter the remote control console through a single three conductor cable with a 12 foot, three prong male plug (Nema 5-15P) on the source end suitable for a standard 115 VAC wall receptacle. This vendor supplied cable shall enter into the control console, through a penetration in the rear panel, to a terminal board or power strip from which the load bank control panel shall be powered.

e. Enclosure Type / Communications

The load bank control panel shall be contained in a NEMA 2 or equivalent dust and drip resistant enclosure.

The load bank control panel shall interface with the controller mounted within each load bank. The load bank control panel shall contain the remote input and output points which will communicate data serially or using other customer approved methods with the load bank controller.

The load bank status shall be continuously monitored through the controller. If a fault is detected, the controller will immediately respond by removing the load from the affected

load bank. The controller will acknowledge faults by providing audible and visual notification on the remote load bank control panel.

A total of at least 1,000 continuous feet (see Section 2.1, item 3 note) of 600V, type TC, UV resistant, outdoor rated (wet or dry location) control cable shall be provided for connecting the load bank control panel to the load banks. A sufficient number of connectors suitable for mating with the receptacles on the load banks and the load bank control panels shall also be included. The connectors shall not be mated to the control cables. The connectors shall be multi-pin, quick disconnect, polarized type (DB9, DB25, or equal).

11. Protective Features - The load bank units shall include the following minimum protective features:
  - a. KW/KVAR Segment High Temperature – High temperature detectors shall function to remove the applied load and provide a "HIGH TEMPERATURE ALARM" on the remote control console in the event of over temperature in the exhaust air stream. Four detectors, one physically located in each quadrant of the exhaust air stream within the load bank unit, shall be furnished. The circuitry of the detectors shall independently cause the required function. Each detector shall be set to activate before temperatures in the load bank unit exceed safe levels and before the emitting exhaust air temperature exceeds 300°F, as required by paragraph 5.1(7).
  - b. Cooling Air Flow - A differential pressure switch shall sense the cooling air stream velocity pressure and compare it to ambient static pressure. It shall function to remove the load and provide a "COOLING AIR FAILURE ALARM" on the remote control console in the event air flow through the load bank is reversed, interrupted, or reduced below a safe value.
  5. Interlocks - A network of interlock switches on the load bank unit doors, louvers, and interlock contacts in the fan motor circuit shall function to remove the load in the event a door is open, a shutter is not fully open, or the fan motor is de-energized. Each door switch shall have large over travel capabilities to compensate for normal door sag and to prevent hypersensitivity of the interlock feature. The door interlock switches shall initiate the applicable alarm in the remote control console.
  6. Control Power Under Voltage Protection - An under voltage release circuit shall automatically function to remove the load in the event that control voltage within the load bank is interrupted or is reduced to a level which prevents the contactors from being opened by the remote console switch. The protective circuit shall continue to trip open the contactors until the problem is corrected and normal on-off control restored.
  - e. Fuses / Circuit Breakers- A complete set of fuses shall be provided

for each contactor. Time-current characteristics of protective devices, when connected in series with other protective devices, shall be coordinated to the degree possible for proper operation. Fuses & Circuit Breakers shall have a voltage rating not less than the applicable circuit voltage. Interrupting rating of protective devices shall be in accordance with the National Electric Code (2002). The Load Bank Segments shall be protected with fuses rated at 200,000 AIC. The Auxiliary Power / Control Power protective devices shall be rated for 65,000 AIC where utilized in the 460V supply circuit.

- f. Labels - The exterior of the load bank shall have appropriate warning/caution statements on each door and access panel. When the doors and access panels are opened, appropriate danger signs shall be clearly visible.
12. Wiring - Inter-unit connecting wiring within each load bank unit will be suitably rated for all service conditions encountered. The preformed wire and cable method shall be used in the wiring of the load bank. There will be no splicing between termination points. Wiring shall be installed in a manner which prevents undue stress in cable forms, wires and connections. Where wires or cables must pass through a frame, by irregular surfaces, sharp edges, or heat dissipating parts, they shall be routed and protected with suitable means to prevent possible damage or degradation during the life of the equipment.
13. Electrical Connections - All electrical connections within each load bank unit shall be complete and shall be made via terminals on the components, terminal/circuit boards, receptacles, and bussing. Connections/terminals shall be adequately supported and spaced without dependence upon the wiring in the components and circuitry for rigidity. Bussing shall be additionally supported and braced as necessary to assure withstanding the distorting forces associated with available short-circuit currents.
- Proper identification of wiring, bussing, terminals and circuits for function, polarity, phasing, etc., shall be adhered to throughout each load bank unit. Identification shall be in the form of wire markers, color coding, permanently engraved plates, or permanent markings on the devices.
- Adequate spacing shall be maintained throughout to avoid excessive bending of cabling and wiring, to maintain adequate separation and creepage distances between electrical potentials and between these potentials and ground, and to permit ease in connecting and disconnecting wiring and cabling during troubleshooting and repair.
14. Solid State Components - Solid-state design shall be employed throughout for electrical components as far as practicable. Each solid-state device that is selected and installed shall have characteristics and durability ratings compatible with its intended function to assure long life and reliability.
15. Hour Meter - Each load bank unit shall include an installed hour meter to record cumulative operating time. The meter shall be connected to



record only when the load bank unit is actually operating (fan motor energized). Each hour meter will have a cumulative recording/ indicating range which includes one hour through 9,999 hours.

16. Receptacles - Mounted in a recessed watertight compartment on the front end of each load bank enclosure shall be a receptacle for connecting the remote control cables. The receptacle shall be the multi-pin, quick disconnect, polarized type designed to mate to the corresponding plug on the applicable control cable. The receptacle shall be identified by function.
17. Grounding - The enclosure shall include a ground lug or stud of appropriate size to permit grounding of the load bank unit adjacent to the load terminal compartment enclosure to ensure personnel safety IAW the NEC (2002).

## 5.2 Enclosure

1. General - All component parts and wiring of each load bank unit, excluding the remote control console, shall be properly installed in a free-standing, weather-resistant, transportable, steel enclosure. The enclosure, with installed equipment, shall be designed to be safely lifted and transported from each side by forklift truck and from the top by overhead crane.

The enclosure shall include an integral, welded channel base reinforced as necessary to insure the required rigidity for lifting by forklift truck. Vertical members of the enclosure will be heavy channel welded, gusseted and cross braced to withstand the stresses imposed by crane lifting via integral lifting eyes attached to the top frame members. The enclosure will include a solid floor and roof deck without apertures.

2. Doors and Covers - The entire sides of the enclosure shall be fitted with hinged doors to permit full access to the installed equipment for routine inspection, in-place maintenance, troubleshooting, and removal for overhaul/repair. Each recessed compartment on the load bank unit enclosure shall be fitted with a suitable hinged cover to provide added protection to the equipment installed therein when not in use.

Each door/cover shall be designed and gasketed to protect the inside of the enclosure/compartment against the outside environment. Each door and cover shall be fitted with quick-twist, one-quarter turn, adjustable pawl, knurled head type fasteners.

3. Louvers - The enclosure shall be fitted on each end with electrically operated, multi-vane louvers for intake and exhaust air flow. The shutters shall automatically open when the cooling fan is operated and will automatically close five minutes after the fan is de-energized. Each ventilation opening will be fitted with an overall, removable screen of 1/2 inch or smaller, corrosion resistant wire mesh. Each screen will be rigidly cross braced to prevent buckling, resulting in interference with shutter operation, and to preclude screen vibration and noise due to the effects of the air stream. Bracing shall be arranged so as not to restrict adequate air flow and distribution through the load bank unit.

4. Identification Plates - A corrosive-resistant, metal nameplate with permanently inscribed legend shall be affixed to the outside of each load bank enclosure. The nameplate will contain as a minimum:

Equipment Nomenclature

Manufacturer's Name, Model and Serial Number

Electric Power Characteristics and Capacities

Contract Number and Date

5. Warning / Instruction Plates - Non-corrosive plates with information permanently inscribed thereon shall be properly affixed to each load bank unit to warn and otherwise instruct personnel of potential hazards incident to operation, utilization and maintenance. A plastic encased complete schematic diagram shall be mounted inside the control cabinet door of each load bank.

## **SECTION 6.0**

### **MANUFACTURING AUTHORIZATION**

Release to manufacture is withheld until Preliminary Drawings are approved or approved with comments. Preliminary drawings shall consist of complete electrical schematics, load bank and control panel drawings showing dimensions and weights, and all other drawings necessary for the buyer to determine, with reasonable certainty, whether the manufactured items will meet the specifications. Release to manufacture will be specifically stated in a letter to the vendor. After release for manufacture, the vendor should contact NSWCCD-SSES if there are any questions that may hold up manufacture. Preliminary Drawings shall be forwarded for approval to the address shown below:

Commander  
Naval Surface Warfare Center, Carderock Division  
Naval Business Center Bldg 542  
Philadelphia, PA 19112-5083  
Attention: Toni Checchio, Code 9345

## **SECTION 7.0**

### **DRAWINGS**

#### **A. General**

1. The vendor shall provide, for installation and operation purposes, three complete sets of assembly, detail, and electrical schematic & wiring dwgs in paper format. The drawings shall be clear, sharp and understandable. One set of autocad files or customer approved equal shall also be supplied. The drawings shall indicate the material specifications for each piece and contain sufficient information in the form of dimensions, notes, clearances, etc., in order to enable the equipment to be installed, repaired and maintained after termination of the guarantee period.
2. Preliminary information and foundation drawings shall be provided for all equipment that will be installed on structural foundations. These drawings should include the following information as applicable:
  - a. Center of gravity
  - b. Overall dimensions
  - c. Foundation bolting & footprint
  - d. Weight, estimated
  - e. Size and locations of electrical and pipe connections
  - f. Space required for overhaul of internal components
  - g. Certification data sheet which lists major component design ratings and nameplate information.
  - h. Technical information regarding hardware & software to be utilized for remote control system as required per Section 7D & 7E.
3. Wiring diagrams (point to point) shall be drawn to show the electrical components in the position that they will be viewed during maintenance work (i.e. hinged doors open).

#### **B. Preliminary Drawings**

The vendor shall submit preliminary drawings for review. Three sets of paper drawings and one set of autocad files or customer approved equal with the information outlined in Section 7.0 A shall be forwarded within 30 days of award of the contract to:

Commander  
Naval Surface Warfare Center, Carderock Division  
Naval Business Center Bldg 542  
Philadelphia, PA 19112-5083  
Attention: Toni Checchio, Code 9345

C. Final Drawings

Final drawings shall consist of three sets of paper drawings and one set of autocad files or customer approved equal. Final drawings must incorporate changes made from NSWCCD-SSES comments on the preliminary drawings. These drawings shall be shipped with the load banks to the address shown below item 7E.

D. Software

A complete set of control system software and related documentation shall be supplied for each load bank purchased. These shall be shipped with the load banks to the address shown below item 7E.

E. Hardware

Any appropriate hardware devices and their documentation to install the software shall be supplied for each load bank purchased. These shall be shipped with the load banks to the address listed below.

Commander  
Naval Surface Warfare Center, Carderock Division  
Naval Business Center Bldg 542  
Philadelphia, PA 19112-5083  
Attention: Toni Checchio, Code 9345

## SECTION 8.0

### TECHNICAL MANUAL

#### A. Validation

1. General - The Contractor is responsible for the technical accuracy and adequacy of the technical manual to be furnished. Three paper copies and one electronic copy are required. The Contractor shall furnish certification that the manuals have been checked and validated against the equipment in accordance with the following requirements:
  - a. Assembly / Disassembly - Assure procedures and drawings in the manual are correct by actual performance of the evolutions. Disassembly procedures should be essentially the reverse of the assembly; assure by references to and comparison with assembly. If equipment is already assembled, reverse the order of the above procedure.
  - b. Maintenance
    - (1) Assure that maintenance procedures described in the manual are compatible with the internal accessibility of the equipment by reviewing the drawings in the manual and by step-by-step comparison of drawings with textual instructions.
    - (2) Using the equipment, accomplish maintenance tests, adjustments and calibrations during tests covered in paragraph C. below.
  - c. By physical performance and demonstration using the actual equipment, assure the following:
    - (1) Description and operating instructions for control devices and indicators are correct.
    - (2) Accuracy and adequacy of step-by-step equipment/system operating procedures described in the manual including:
      - (a) Starting
      - (b) Securing
      - (c) Operation under interfering conditions, including operation during emergency conditions when practical.
2. It is realized that there will be cases when validation of some procedure cannot be accomplished at the Contractor's facility, or that it will be impracticable to do so due to the nature of the equipment. In these cases, the Contractor's quotation shall specify the procedures which will not be validated at his facility, and shall provide justification at time of bidding.

3. Any discrepancies found in the manual will be forwarded to the Contractor for corrective action and revalidation as applicable at the Contractor's expense.
4. In addition, technical manuals shall be provided with:
  - a. Photographs of the control panel showing external instrumentation and internal equipment arrangement.
  - b. All parts, other than standard washers and nuts and frame structure, shall be identified with a piece number.
  - c. All spare parts shall be distinctively identified.
5. The Technical Manual shall also contain documentation of Load Bank Testing as described in Section 10.5a, b, c, & d.

## **SECTION 9.0**

### **SPARE PARTS AND SPECIAL TOOLS**

#### **A. General**

1. The contractor shall provide with his proposal an itemized and priced list of all spare parts and tools he proposes to provide. The government reserves the right to order any or all of the proposed spare parts listed. The prices set forth in the aforesaid list of repair parts furnished by the contractor will not be used in evaluating offers. A listing of the spare parts and special tools provided shall be included in the technical manual.
2. Spare parts and special tools shall consist of those items which in the opinion of the vendor will be required to maintain and/or overhaul the equipment to assure its operating condition for at least 10,000 hours of operation. The spare parts and special tools shall consist of, but are not restricted to, such items as:
  - a. For the motors: bearings, shaft seals, brushes and fan belts.
  - b. For controllers, pushbuttons, etc: a replacement set of contacts, springs, and overload heaters, shunt coils, resistor units, control circuit transformers and indicating light potential transformers.
  - c. Spare indicators and sensors for instrumentation.
  - d. Spare fuses.



## SECTION 10.0

### **QUALITY ASSURANCE / TESTING PROVISIONS / WARRANTY**

1. **Responsibility for Inspection** - The contractor shall be responsible for the performance of all inspection requirements as specified herein. The contractor may utilize his own facility or any other commercial facility acceptable to the Purchaser. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to the prescribed requirements. The Government shall be notified regarding the testing schedule (2) weeks in advance so the Government can witness testing if desired.
2. **Measuring and Test Equipment** - The contractor shall provide and maintain gages and other measuring and testing devices necessary to assure that supplies conform to the technical requirements. In order to assure continued accuracy, these devices shall be calibrated at established intervals against certified standards which are traceable to national standards. If production tooling, such as jigs, fixtures, templates and patterns are used as a media of inspection, such devices shall also be tested for accuracy at established intervals. Inspection equipment shall be calibrated to traceable standards.

When required, the contractor's measuring and testing equipment shall be made available for use by the government representative to determine conformance of product with contract requirements. In addition, if conditions warrant, contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

3. **Contractors Inspection System** - The contractor shall provide and maintain a quality assurance system acceptable to the government for the supplies covered by this contract. The contractors quality assurance manual shall be made available for government inspection on request.
4. **Examination at Origin** - The equipment offered for delivery shall be examined for design, construction, components, electrical equipment and workmanship to determine conformance with the requirements of this specification. The fit of parts shall be observed with particular reference to the interchangeability of such as are likely to require replacement.
5. **Test at Origin** - The contractor shall be responsible for performing the following tests on the completed units being offered for delivery. Responsibility for the safety of the equipment during these tests remains solely with the contractor.

Note: The tests listed below in section 10.5.b, c, & d shall include utilization of the remote control console that is being purchased with the load banks. All test results in section 10.5 shall be documented and included in the Technical Manual.

- a. **Insulation Test** - Each load bank unit shall be subjected to megger tests using a 500 volt megger and with all contactors closed at the same time to determine the insulation resistance between current carrying members

and ground. The resistance to ground shall not be less than 10 megohms at any point tested when heated from normal operation. Tests shall be conducted prior to and at the conclusion of the power tests. In addition, the load bank shall be mildly sprayed with city water after power test and cool down and then another megger test shall be performed 15 minutes after spraying to verify minimum megger reading can still be achieved.

- b. Operational Test - Each load bank unit shall be energized at no load and all controls and indicator functions checked for proper operation.
- c. Power Tests
  - (1) 60 Hertz Test - Each load bank unit shall be energized with 450 volts, three phase, 60 Hertz applied to its input load terminals. The load contactors shall be cycled by opening and closing under normal load conditions of voltage and current. Each device shall be cycled not less than 25 times. The load bank unit shall then be operated at 450 volts full load capacity for a continuous four hour period. Immediately following this period, each device shall again be cycled not less than 10 times. The supply voltage shall then be immediately raised to 480 volts. The load segments shall be energized in rotation and each segment overload device shall be observed to trip off the contactor at  $495 \pm 9$  volts.
  - (2) Results - The results of observations and measurements made during and at the conclusion of each power test shall confirm in each load bank unit:
    - (a) No evidence of heat damage or deterioration
    - (b) No evidence of sagging, distortion, hot spots or arcing on the resistors
    - (c) No trip-out or faulty operation of the load bank
    - (d) No evidence of excessive pitting, contact bounce, contact chatter, and failure to promptly extinguish the arc
    - (e) Minimum change in load segment characteristics from cold to maximum operating temperature
    - (f) Load capacities, increment step loading, and adjustment of power factor conform to stated requirements.
    - (g) KW and KVAR readings on the remote console are accurate and comply with requirements.
- d. Protective Features Test - Each load bank unit shall be energized and all protective features tested for proper operation. The tests on each feature which functions to trip open the contactors shall be accomplished in a manner which assures that it is the feature being tested which actually trips the contactors under the simulated condition.

- e. Progress Report - The supplier shall provide monthly reports to NSWCCD-SSES describing work accomplished during the previous month, work planned for the following month, construction milestones with estimated dates and actual dates, and estimated shipping dates for all items due under the contract. The report shall also include an explanation of any problems or delays encountered during performance of the contract.
- 6. Warranty of Load Banks – All Load Bank Equipment purchased shall be free of defects in workmanship and material. The warranty shall cover a minimum period of one year from date of installation or 18 months from time of delivery. Warranty shall include replacement parts and labor as needed. Note: Failed load bank megger readings (<10 meg ohms insulation resistance with all contactors closed under various weather conditions will be considered a warranty issue.)

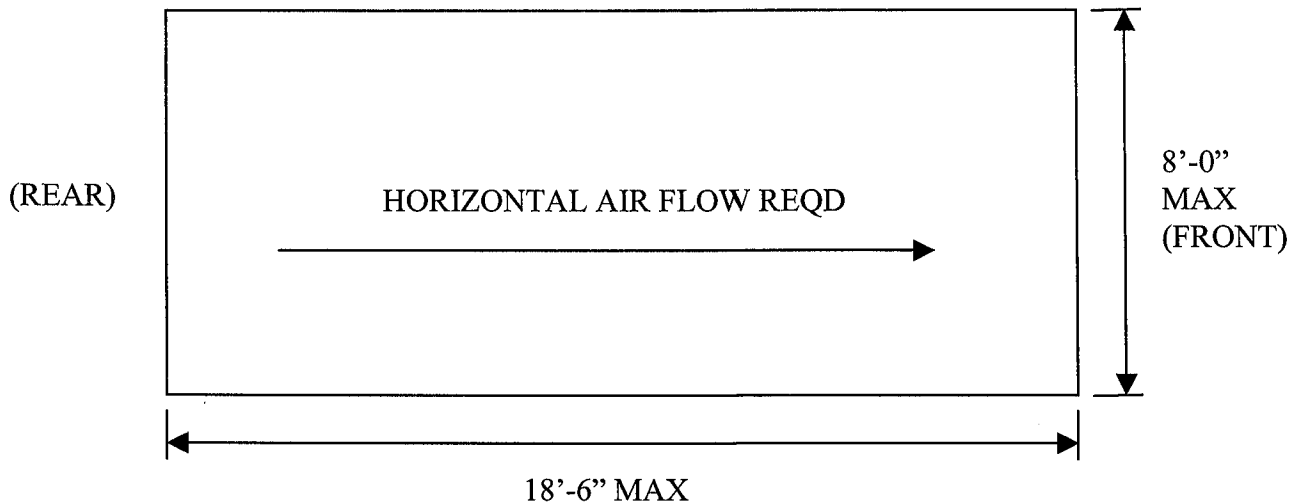
## **SECTION 11.0**

### **PACKING, MARKING, AND DELIVERY**

- A. The Contractor is responsible for the equipment until the delivery/receipt of the equipment by the Government.
- B. Equipment shall be preserved, packaged, and packed for shipment in a manner which will ensure acceptance and safe delivery to destination. Container shall comply with "Uniform Freight Classification Rules".
- C. The equipment shall be preserved in accordance with manufacturer's best commercial practices and shall be capable of withstanding indoor storage condition for a period of 12 months. Instructions for removal of preservation from the equipment and the name of a suitable solvent to be used (if applicable) shall be provided to the purchaser and shall be packed with the equipment.
- D. Each item shall be marked with the following information:
  - 1. Contract Number
  - 2. Applicable Contract Item Number
  - 3. Purchase Specification Number PSE-041
- E. All equipment shall be delivered to the address provided below within 140 days after contract award assuming that preliminary drawings are reviewed and approved by NSWCCD-SSSES within 14 days of receipt.

Commander  
Naval Surface Warfare Center, Carderock Division  
Naval Business Center Bldg 542  
Philadelphia, PA 19112-5083  
Attention: Toni Checchio, Code 9345

**FIGURE 1**



**LOAD BANK PLAN VIEW (Mounting Footprint)**

Notes:

1. The mounting footprint is the maximum size allowed where the load bank will be bolted to the customer's existing steel platform.
2. See Section 5.1.1 for overall maximum dimensions and other dimensional requirements of the load bank.
3. The bottom of the load bank doors shall be elevated at least 2" from the bottom of the load bank to assure that the doors will not hit the existing platform grating when opening.
4. Automatic Louvers shall be located at front & rear of load bank.
5. Cooling Fan(s) are expected to be located in the rear section of the load bank so they are not in the hot exhaust air flow.

# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT</b>		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____	
<b>D. SYSTEM/ITEM</b> ELECTRICAL LOAD BANK SYSTEM			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> DATA			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 7.0.A		<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES	
<b>7. DD 250 REQ</b> LTR	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONCE	<b>12. DATE OF FIRST SUBMISSION</b> 3 WKS AC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
<b>16. REMARKS</b> This requirement is for preliminary drawings as discussed in PSE-041 SECTIONS 6.0 and 7.0.A-7.0.B				NSWCCD-SSES PHILA CODE 9345 15. TOTAL → 3 1	
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> DATA			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 7.0.C		<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES	
<b>7. DD 250 REQ</b> LTR	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONCE	<b>12. DATE OF FIRST SUBMISSION</b> SEE REMARKS	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
<b>16. REMARKS</b> This requirement is for final drawings as discussed in PSE-041 SECTION 7.0.C to be submitted at the time of delivery of the end item.				NSWCCD-SSES PHILA CODE 9345 15. TOTAL → 3 1	
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> SOFTWARE AND SOFTWARE DOCUMENTATION			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 7.0.D		<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES	
<b>7. DD 250 REQ</b> LTR	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONCE	<b>12. DATE OF FIRST SUBMISSION</b> SEE REMARKS	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
<b>16. REMARKS</b> This requirement is for a complete set of control system software and related documentation as discussed in PSE-041 SECTION 7.0.D to be submitted at the time of delivery of the end item.				NSWCCD-SSES PHILA CODE 9345 15. TOTAL → 1 1	
<b>1. DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> SOFTWARE INSTALLATION HARDWARE			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 7.0.E		<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES	
<b>7. DD 250 REQ</b> LTR	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONCE	<b>12. DATE OF FIRST SUBMISSION</b> SEE REMARKS	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
<b>16. REMARKS</b> This requirement is for control system software installation hardware and related documentation as discussed in PSE-041 SECTION 7.0.E to be submitted at the time of delivery of the end item.				NSWCCD-SSES PHILA CODE 9345 15. TOTAL → 1 1	
<b>G. PREPARED BY</b> WRSINGER		<b>H. DATE</b> 2/6/06	<b>I. APPROVED BY</b> <i>[Signature]</i>		<b>J. DATE</b> 2/6/06

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
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# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b>				<b>B. EXHIBIT</b>		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____															
<b>D. SYSTEM/ITEM</b> ELECTRICAL LOAD BANK SYSTEM				<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>															
<b>1. DATA ITEM NO.</b> A005		<b>2. TITLE OF DATA ITEM</b> TECHNICAL MANUAL				<b>3. SUBTITLE</b>															
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 8.0				<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES															
<b>7. DD 250 REQ</b> LTR		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> ONCE		<b>12. DATE OF FIRST SUBMISSION</b> SEE REMARKS		<b>14. DISTRIBUTION</b>													
<b>8. APP CODE</b>				<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<table border="1"> <tr> <th colspan="2">a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
a. ADDRESSEE		b. COPIES																			
		Draft	Final																		
		Reg	Repro																		
<b>16. REMARKS</b> To be submitted at time of delivery of the end item.						NSWCCD-SSES PHILA CODE 9345 <b>15. TOTAL</b> → 3 1															
<b>1. DATA ITEM NO.</b> A006		<b>2. TITLE OF DATA ITEM</b> PROGRESS REPORT				<b>3. SUBTITLE</b>															
<b>4. AUTHORITY (Data Acquisition Document No.)</b> PSE-041 SECTION 10.5.e				<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES															
<b>7. DD 250 REQ</b> LTR		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> MONTHLY		<b>12. DATE OF FIRST SUBMISSION</b> 4 WKS AC		<b>14. DISTRIBUTION</b>													
<b>8. APP CODE</b>				<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<table border="1"> <tr> <th colspan="2">a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
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<b>16. REMARKS</b>						NSWCCD-SSES PHILA CODE 9345 <b>15. TOTAL</b> → 1 1															
<b>1. DATA ITEM NO.</b> A007		<b>2. TITLE OF DATA ITEM</b> END ITEM FINAL INSPECTION/TEST RECORD				<b>3. SUBTITLE</b>															
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-QCIC-81068*				<b>5. CONTRACT REFERENCE</b> ENGINEERING SPEC PSE-041		<b>6. REQUIRING OFFICE</b> NSWCCD-SSES															
<b>7. DD 250 REQ</b> LTR		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> ONCE		<b>12. DATE OF FIRST SUBMISSION</b> SEE REMARKS		<b>14. DISTRIBUTION</b>													
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		Draft	Final																		
		Reg	Repro																		
<b>16. REMARKS</b> *Contractor Format Acceptable. Final Inspection Records to be submitted at time of delivery of end item.						NSWCCD-SSES PHILA CODE 9345 <b>15. TOTAL</b> → 4															
<b>1. DATA ITEM NO.</b>		<b>2. TITLE OF DATA ITEM</b>				<b>3. SUBTITLE</b>															
<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b>															
<b>7. DD 250 REQ</b>		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b>		<b>12. DATE OF FIRST SUBMISSION</b>		<b>14. DISTRIBUTION</b>													
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		Draft	Final																		
		Reg	Repro																		
<b>16. REMARKS</b>						<b>15. TOTAL</b> →															
<b>G. PREPARED BY</b> W. R. SINGISED				<b>H. DATE</b> 2/6/06		<b>I. APPROVED BY</b> <i>[Signature]</i>		<b>J. DATE</b> 2/6/06													

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

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**INSTRUCTIONS FOR COMPLETING DD FORM 1423**  
(See DoD 5010.12-M for detailed instructions.)

**FOR GOVERNMENT PERSONNEL**

**Item A.** Self-explanatory.

**Item B.** Self-explanatory.

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

**FOR THE CONTRACTOR**

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.